

Agreement Entry Confirmation

All documentation is complete listed agreement is now ready for entry into the finance system.

Grants &

Agreements Team: Isabel Brunley Initials: IB
(print name)

Award#: 67-3A75-13-203

Dollar Value of Award: \$ 800,000

Recipient Organization EPA

Date to Budget Office 9/30/2013

Purchase Requisition/Funds Reservation#


Once the award is entered into the finance system, please complete the following:

Date entered:

PO#:

Budget Team: Initials:
(print name)

Please return to Grant Specialist for placement in award file.

 <p align="center"> United States Environmental Protection Agency Washington, DC 20460 Interagency Agreement/ Amendment Part 1 - General Information </p>		1. EPA IA Identification Number DW-12-92388101 - 0		2. Funding Location by Region EPA R5					
		3. Other Agency IA ID Number (if known)		4. Awarding Office IASSC East					
		5. Type of Action New		6. IA Specialist: Lenore Connell 202-564-5343 Connell.Lenore@epamail.epa.gov					
7. Name and Address of EPA Organization US Environmental Protection Agency IASSC East 1200 Pennsylvania Avenue, NW Mail code 3903R Washington, DC 20460			8. Name and Address of Other Agency Department of Agriculture Natural Resource Conservation Service 1400 Independence Avenue, SW Washington, DC 20250 <i>67-3475-13-203</i>						
9. DUNS: 029128894		10. BETC: DISB		11. DUNS: 19-603-5430					
12. BETC: COLL									
13. Project Title and Description Eagle Marsh Asian Carp Exclusion Project This project supports the Great Lakes Restoration Initiative (GLRI) and the Great Lakes Water Quality Agreement, pursuant to Public Law 113-6. The Natural Resource Conservation Service (NRCS) will work closely with the U.S. Army Corps of Engineers (USACE) to construct a berm at Eagle Marsh to permanently restrict Asian Carp entry into the Great Lakes via this pathway. The berm will ensure there is no mixing of the Mississippi River and Great Lakes basins at the 100 year flood level on the site, preventing the spread of Asian Carp into the Great Lakes.									
14. EPA Project Officer (Name, Address, Telephone Number) Bart Mosier 77 West Jackson Blvd. (GL-17J) Chicago, IL 60604-3507 312-353-4513 E-Mail: Mosier.Bart@epa.gov FAX: 312-697-2723			15. Other Agency Project Officer (Name, Address, Telephone) Michael Moorman 1400 Independence Avenue, SW Washington, DC 20250 202-205-7703 E-Mail: michael.moorman@wdc.usda.gov FAX: 202-720-2998						
16. Project Period: 10/01/2013 to 09/30/2016			17. Budget Period: 10/01/2013 to 09/30/2016						
18. Scope of Work (See Attachment) See Scope of Work attached;									
19. Employer/Tax ID No. 520852695		20. CAGE No: 347A4		21. ALC: 68-01-0727					
22. Statutory Authority for Transfer of Funds and Interagency Agreement Consolidated Appropriations Act; 2012; and Public Law 113-6					23. Other Agency Type Federal Agency				
24. Revise Reimbursable Funds and Direct Fund Cites (only complete if applicable)									
	Previous Funding	This Action		Amended Total					
Revise Reimbursable (in-house)		0		0					
Direct Fund Cite (contractor)		0		0					
Total				0					
Funds	Previous Amount	Amount This Action		Total Amount					
25. EPA Amount		\$800,000		\$800,000					
26. EPA In-Kind Amount				\$0					
27. Other Agency Amount		\$0		\$0					
28. Other Agency In-Kind Amount				\$0					
29. Total Project Cost		\$800,000		\$800,000					
30. Fiscal Information									
Treas. Symbol	DCN	FY	Appropriation	Budget Org	PRC	Object Class	Site/Project	Cost Org	Ob/De-Ob Amt
683/40108	1305HDX041	1314	B	05HH2	202BJ7XF2	2506			800,000
									800,000

67-3475-13-203

Part II - Approved BudgetEPA IAG Identification Number
DW-12-92388101 - 0

31. Budget Categories	Itemization of All Previous Actions	Itemization of This Action	In-Kind Itemization of This Action	Itemization of Total Project Cost to Date
(a) Personnel		\$140,000		\$140,000
(b) Fringe Benefits		\$60,000		\$60,000
(c) Travel				\$0
(d) Equipment				\$0
(e) Supplies				\$0
(f) Procurement / Assistance		\$600,000		\$600,000
(g) Construction				\$0
(h) Other				\$0
(i) Total Direct Charges	\$0	\$800,000	\$0	\$800,000
(j) Indirect Costs:	\$0			\$0

Charged - Amount

Rate: %

Base: \$

Not Charged:

Funds-Out: Not charged by Other Agency

Estimate by other Agency

Amount \$

(k) Total (EPA Share %) (Other Agency Share %)	\$0	\$800,000	\$0	\$800,000
--	-----	-----------	-----	-----------

32. How was the IDC Base calculated?

33. Is equipment authorized to be furnished by EPA or leased, purchased, or rented with EPA funds? ☐ Yes ☒ No
(Identify all equipment costing \$1,000 or more)34. Are any of these funds being used on Procure/Assistance agreements? ☒ Yes ☐ No

Type of Procure/Assistance Agreement Contract

Contractor/Recipient Name (if known)	Total Procure/Assistance Amount Under This Project	Percent Funded by EPA (if known)
TBD	600000 Total \$ 600,000.00	100

Part III - Funding Methods and Billing Instructions

35. (Note: EPA Agency Location Code (ALC) - 68010727)

☒ Disbursement Agreement Request for repayment of actual costs must be itemized on SF 1080 and submitted to the Financial Management Office, Cincinnati, OH 45268-7002:☒ Repayment ☐ Monthly ☒ Quarterly ☐ Upon Completion of Work☐ Advance

Only available for use by Federal agencies on working capital fund or with appropriate justification of need for this type of payment method. Unexpended funds at completion of work will be returned to EPA. Quarterly cost reports will be forwarded to the Financial Management Center, EPA, Cincinnati, OH 45268-7002.

☐ Allocation Transfer-Out

Used to transfer obligational authority or transfer of function between Federal agencies. Must receive prior approval by the Office of Comptroller, Budget Division, Budget Formulation and Control Branch, EPA Hdqtrs. Forward appropriate reports to the Financial Reports and Analysis Branch, Financial Management Division, PM-226F, EPA, Washington, DC 20460.

36. ☐ Reimbursement Agreement☐ Repayment☐ Advance☐ Allocation Transfer-In

Other Agency's Billing Address (Include ALC or Station Symbol Number)

ALC 12-40-1600 DUNS: 19-603-5430
Accounting Classification: 1314COTATRC 000 510000

Other Agency's Billing Instructions and Frequency

Treasury Account Symbol 123/41000

67.3A75.13.203

Part IV - Acceptance Conditions

EPA Identification Number

DW-12-92388101 - 0

37. Terms and Conditions, when included, are located at the end of the 1610-1, or as an attachment.

Part V - Offer and Acceptance

Note: A) For Fund-out actions, the agreement/amendment must be signed by the other agency official in duplicate and one original returned to the Grants and IA Management Division for Headquarters agreements or to the appropriate EPA Regional IA administration office within 3 calendar weeks after receipt or within any extension of time that may be granted by EPA. The agreement/amendment must be forwarded to the address cited in item 29 after acceptance signature.

Failure to return the properly executed document within the prescribed time may result in the withdrawal of offer by EPA. Any change to the agreement/amendment by the other agency after the document is signed by the EPA Award Official, which the Award Official determines to materially alter the agreement/amendment, shall void the agreement/amendment.

B) For Funds-In actions, the other agency will initiate the action and forward two original agreements/amendments to the appropriate EPA program office for signature. The agreements/amendments will then be forwarded to the appropriate EPA IA administration office for signature on behalf of the EPA. EPA will return one original copy after acceptance returned to the other agency after acceptance.

EPA IA Administration Office (for administrative assistance)**38. Organization/Address**

U.S. Environmental Protection Agency
IASSC East
1200 Pennsylvania Avenue, NW Mail code 3903R
Washington, DC 20460

EPA Program Office (for technical assistance)**39. Organization/Address**

US Environmental Protection Agency
R5 - Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3507

Award Official on Behalf of the Environment Protection Agency

40. Digital signature applied by EPA Award Official | Frank N. Roth - Chief Fellowship IA & SEE Branch

Date

09/17/2013

Authorizing Official on Behalf of the Other Agency**41. Signature****Typed Name and Title**

Gayle Norman-Barry, Deputy Chief for Management

Date

9/27/13

FUNDING AVAILABILITY & VERIFICATION FORM

13-203

To be completed by Originator of Request

- D Participants: NRCS and US EPA
- D Funding Amount Requested: \$800,000.00
- D Agreement Type: New X Amendment _____
(Select one)
- D Agreement Number (If available): DW 12-92388101-0
- D Agreement Period of Performance: 10/01/2013 – 9/30/2016
- D Duns and Bradstreet Number (DUNS): 029128894
- D Catalog of Federal Domestic Assistance Number (CFDA):

Requestor Michael Moorman

Print

Michael Moorman

Sign

9/20/13
Date

To be completed by Financial Management

- ☒ Accounting Classification/Information: 1314COTATR RC000510000
- ☒ Funding Amount: \$800,000
- ☒ Fund Type: Single Year _____ Multi Year X No Year _____
(Select one)
- ☒ Funding Expiration Date: Sept. 30, 2014
- D Purchase Requisition/Funds Reservations:
- ☒ Treasury Symbol: 123/41000
- ☒ Vendor Information Needed: Yes ✓ No X
- D Denied Funding Comments: _____

Financial Analyst

Kim Daniels

Print

Kim Daniels

Sign

9/20/13

Date

Administrative Conditions

1. Resolution of Disagreements

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/lfm/index.html>.

2. Cost Collection Upon Cancellation

If the Environmental Protection Agency cancels the order, the IA recipient is authorized to collect costs incurred prior to cancellation of the order plus termination costs, up to the total payment amount provided for under the agreement.

3. Billing/Payment

When submitting invoices to the Office of the Chief Financial Officer/Cincinnati Finance Center (OCFO/CFC) requesting payment, a breakdown of the costs associated with the invoice must be provided to the EPA Project Officer (EPA PO). This information allows the EPA PO to determine that costs billed to EPA are necessary and reasonable. If this information is not provided, the EPA PO will notify the OCFO/CFC to suspend or charge back the payment.

4. Restrictions on FY13 Funding for Corporations with Unpaid Federal Tax Liabilities and Felony Convictions (For Funds Out awards with FY13 or FY13/14 funds in Procurement/Assistance)

This interagency agreement (IA) obligates and transfers or advances EPA funds appropriated under Public Law 113-6 (Department of Defense, Military Construction and Veterans Affairs, and Full-Year Continuing Appropriations Act, 2013) and Public Law 112-175 (Continuing Appropriations Resolution, 2013). As a result, this IA is subject to the provisions contained in the Department of the Interior, Environment, and Related Agencies Appropriations Act, 2012, Public Law 112-74, Division E, Title IV, Sections 433 and 434, regarding unpaid federal tax liabilities and federal felony convictions.

Section 433 provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted (or had an officer or agent of such corporation acting on behalf of the corporation convicted) of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation, or such officer or agent, and made a determination that this further action is not necessary to protect the interests of the Government.

Section 434 of Division E of the Appropriations Act further provides:

None of the funds made available by this Act [FY12 Appropriations Act] may be used to enter into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation with respect to which any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement

with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

Accordingly, by accepting the award of this IA, the Recipient agrees that it will comply with and implement the prohibitions of Sections 433 and 434 for any contract, assistance agreement, loan, loan guarantee or other instrument with any corporation that will be funded with funds provided under this IA.

Non-compliance with the provisions of Sections 433 and 434 may implicate the Antideficiency Act. The Recipient will forward to the EPA Award Official, within 45 days, any determination and documentation supporting an award where suspension and debarment are considered by the awarding agency.

5. IAs with Contracts or Procurement (Disadvantaged Business Enterprise-MBE/WBE Reporting)

In accordance with Public Law 102-389, EPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontracts awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically Black colleges and universities and women. Also, in accordance with CERCLA, as amended (P.L. 99-499), Section 105, any Federal agency awarding contracts, grants or cooperative agreements utilizing Superfund monies shall consider the availability of minority contractors for participation in contracts. This includes, but is not limited to: contracts, subcontracts, and any subagreements.

The IA recipient will also strive to meet EPA's SBA negotiated goals for awarding contracts to small and disadvantaged businesses. The IA recipient will accomplish these objectives through adherence to the small and minority owned business requirements set forth in the Small Business Act, 15 U.S.C. 631 et seq. and the annual Small Business goals negotiated with the IA recipient and the Small Business Administration. All reporting on MBE/WBE and small business accomplishments will be done through the existing federal contracting reporting mechanism, currently the "Federal Procurement Data System, Next Generation (FPDS-NG)," which is available at: <https://www.fpds.gov/fpdsng/cms/>.

Programmatic Conditions

1. Participation in Great Lakes Water Quality Agreement (GLWQA) and Great Lakes Restoration Initiative (GLRI) Programs and Processes

In implementing projects under this Interagency Agreement, the Natural Resource Conservation Service (NRCS) shall participate in meetings, conferences, and workshops directly tied to carrying out and implementing the Great Lakes Restoration Initiative (GLRI) and the Great Lakes Water Quality Agreement (GLWQA) programs, processes and activities including the Lakewide Management Plans and Programs (LaMPs), activities relating to Areas of Concern (AOCs), State of the Lake Ecosystem Conference (SOLEC), and Cooperative Science and Monitoring Initiative (CSMI), as requested.

2. Participation in Planning and Budgeting Activities

The NRCS will collaborate with USEPA and other members of the Interagency Task Force regarding planning and budgeting activities for the Great Lakes Restoration Initiative including participation in Interagency Task Force meetings and Regional Working Group meetings, assistance with budget development, development and updating of information for Congress and the public. This collaboration will include regular updates of an Interagency Funding Guide that will describe funding opportunities under the Initiative.

Information regarding out-year budget development will be shared only among federal agency staff which must be involved in the out-year budget development process.

The NRCS will collaborate with USEPA to comply with requirements, including provisions for science

review or competition, for the Great Lakes Restoration Initiative as expressed in conference and/or committee reports, and as required by statute.

3. The Performing Agency's Effort on Great Lakes Activities

Funds under this IA are to supplement rather than supplant those funds already being spent on Great Lakes programs by the NRCS prior to the establishment of the GLRI. USEPA recognizes efforts in this regard must be consistent with NRCS's statutory authorities. Funds transferred will be accepted and expended by NRCS, subject to NRCS approval, planning, and program requirements.

4. Use of Contracts and Grants

A. The NRCS may use the funds transferred under this IA consistent with its authorities, grants, contracts and other programs in order to support the GLRI and the GLWQA.

To the extent that the NRCS uses funds transferred by USEPA under authorities that have match requirements, the NRCS shall minimize the required match to the extent allowed under its authorities and regulations, unless the USEPA Project Officer agrees otherwise.

The NRCS will use a competitive process to select awardees of contracts consistent with its authorities and regulations. To the extent feasible, any Requests for Proposals (RFPs) for contract awards, as well as invitation for bids, shall be shared with the USEPA Project Officer and made available to other members of the Regional Working Group in a timely manner in advance of publication for review and comment. The NRCS shall supply to the Project Officer, within 30 days of selection, a list of selected contractors and grantees. The NRCS will publish the name of those proposals which are selected and funded.

To the extent possible, contractors and awardees must commence work within 60 days of the effective date of an award.

B. The NRCS will use the following principles for project selection as set forth in the templates and as reflected in the solicitations for the NRCS's contracts:

- Target projects to maximize environmental protection and restoration for the Great Lakes;
- Ability to advance implementation of GLRI Action Plan priorities;
- Ability to strategically-achieve measurable environmental outcomes linked to the highest priority issues;
- Ability to advance environmental priorities of existing Great Lakes strategic plans, especially the Lakewide Management Plans and Programs, Remedial Action Plans for Areas of Concern, the Great Lakes Regional Collaboration, and other relevant national and regional coordinated strategic planning efforts;
- Feasibility of prompt implementation, including a bias for action-ready projects and for those which demonstrate quick results;
- Observable local improvements, especially for projects at the field level;
- Bias for interagency/inter-organizational coordination and collaboration;
- Support for new work and for enhancements which do not replace existing Great Lakes base activities;
- Support by the Public and other Stakeholders;
- Ability to leverage non-federal resources;
- Promotion of long-term societal, economic, and environmental sustainability goals;
- Minimization of transaction costs; and,
- Availability of sufficient GLRI funds in the relevant fiscal year allocation to pay all estimated costs of the project.

C. Projects and activities must also meet standards for:

- Using best available science;
- Experience, ability, and authority of the funding recipient to properly perform the work;
- Reasonableness of project costs; and
- Measuring progress and success.

5. Expedite Required Permits

NRCS shall obtain all required permits in a timely fashion for projects implemented under this IA. To the extent resources are required to expedite permit processing, NRCS may authorize the use of IA resources for this purpose.

6. Fund Obligation/Utilization and De-obligation

All funding that NRCS utilizes pursuant to this Interagency Agreement shall be obligated by NRCS as expeditiously as possible for the foregoing programs, projects, and activities identified in the Scope of Work which support the Great Lakes Restoration Initiative and GLWQA. The NRCS shall use its best efforts to obligate the funds transferred by USEPA before September 30, 2016 in order to minimize amounts that are returned to the USEPA. Beginning in September 2016, the NRCS shall report monthly to the Project Officer regarding its plans to use any funds which remain unobligated. Any funds which have not been obligated by December 31, 2016 shall be returned to USEPA unless the USEPA Project Officer has agreed in writing to (i) an extension or (ii) an application to any projects that the parties agree to include in the Scope of Work or (iii) another mutually agreed-upon use pursuant to the Initiative. Notwithstanding any efforts by NRCS to obligate such funds by December 31, 2016, funds which remain unobligated after December 31, 2016 shall be de-obligated by USEPA upon 10 days written notice to NRCS.

7. Applicable Laws

This IA and all documents and actions pursuant to it shall be governed by the applicable statutes, regulations, directives, and procedures of the United States. Unless otherwise required by law, all contract work undertaken by the NRCS shall be governed by NRCS policies and procedures. Further, all health, lab and field activities conducted for this project must be in accordance and compliance with all applicable health, safety and environmental laws, regulations and guidelines.

8. Signage

The NRCS shall ensure that a visible project identification sign is erected as appropriate at each on-the-ground protection or restoration project. Each sign must give project information and credit the Great Lakes Restoration Initiative and appropriate federal agencies for funding. The NRCS will determine the design, placement, and materials for each sign.

9. Modification of Interagency Agreement and Written Approval for Transfers among Templates

This Interagency Agreement can be amended or modified in writing upon consent of the Parties. The Scope of Work attached to this Interagency Agreement can be amended in writing upon consent of the Parties.

The NRCS must receive prior written approval by the USEPA Project Officer for cumulative transfers among templates or projects which exceed or are expected to exceed the lesser of \$100,000 or ten percent of the NRCS's approved allocation.

10. Reporting

The NRCS agrees to comply with the published schedule for reporting into the Great Lakes Accountability System (GLAS). The NRCS, and possibly its contractors under direction of the NRCS, may be able to input information directly into the system using specified formats and timeframes. The NRCS shall ensure that appropriate information pertaining to its activities (including those from contracts) is put into GLAS in order to account for progress under applicable Goals, Objectives, and Measures under the GLRI Action Plan.

Quarterly Financial Progress Reports: NRCS shall ensure that quarterly reporting is provided on funding utilized under GLRI and GLWQA activities. This reporting includes programs funded at or below \$500,000.

Semi-Annual Progress Reports: The NRCS shall submit progress reports, beginning with the date of IA execution, every six (6) months during the life of this agreement. Reports shall be submitted to the USEPA Project Officer and may be provided electronically. The reports must contain information in order to

ascertain that the Scope of Work (SOW) is being carried out as specified in the Interagency Agreement. The USEPA Project Officer must be able to determine that all mission support products, services, information or data generation and use, including technology development and verification, is performed in accordance with USEPA policies and the IA agreement. The NRCS and possibly its contractors, upon the direction of the NRCS, may be able to input information directly into the system using specified formats and timeframes. The NRCS shall ensure that by April 15 and October 15 of each year, information is reported in an accountability system, to be determined, pertaining to its contributions (including those from contracts) to Goals, Objectives, and Measures under the GLRI Action Plan.

Annual Report: Beginning in FY 2011, USEPA will work with its Interagency Task Force partners to prepare and submit an Annual Report to the President on progress in achieving the Initiative's goals, outcomes, and targets. To that end, the NRCS shall include in an annual report to USEPA, information on its Great Lakes activities, including those funded pursuant to the Great Lakes Restoration Initiative and those funded by its base programs. The report shall include funding beginning in FY 2010 and each fiscal year thereafter, detail yearly program accomplishments, and compare specific funding levels allocated for participating Federal agencies from fiscal year to fiscal year. Reporting shall include programs funded at or below \$500,000.

Final Progress Report: The NRCS shall submit a final report to the USEPA Project Officer upon completion of all GLRI work funded using GLRI funds transferred to NRCS by USEPA. This report shall incorporate project outputs and summarize the nature and extent of the project, methodologies employed, significant events and experiences, and a compilation of the data collected. The final report shall also include analysis of the data as well as conclusions, and recommendations. The final report shall incorporate photo documentation of funded projects and environmental progress under the projects at appropriate phases, and appropriate illustrations, diagrams, charts, graphs, and maps to express the data and findings. The draft Final Report will be submitted electronically to the USEPA Project Officer no later than 45 after the end of the project period for review and comment. Electronic and paper versions of the Final Report shall be submitted no later than 90 days after the end of the project period.

11. Accountability/Performance System

The NRCS and other Great Lakes partners will input all required accountability and performance report information into the Great Lakes Accountability System (GLAS). Information will describe GLRI activities and demonstrate how results are being achieved pursuant to the Action Plan. Recipients and sub-recipients shall be responsible for inputting their accounting/performance data into the GLRI database. The website for the database will be accessible through the GLNPO website at <https://restore.glnpo.net/glas/login.htm>.

12. Climate Change Emissions Minimization/Reductions

The NRCS shall encourage (i) minimization and reduction, where possible, of greenhouse gas emissions resulting from activities carried out pursuant to this agreement and (ii) the tracking of the reduction of greenhouse gas emissions through these activities.

13. Contract Termination, Disputes and Protests

All claims and disputes by contractors arising under or relating to contracts awarded by the NRCS shall be resolved in accordance with Federal law and the terms of the individual contract. The NRCS shall have dispute resolution authority for these claims. Any contracting officer's final decision may be appealed by the contractor pursuant to the Contract Disputes Act of 1978 (41 U.S.C. § 601-613). The Armed Services Board of Contract Appeals (ASBCA) is designated as the appropriate board of contract appeals. In lieu of appealing to the ASBCA or its successor, the contractor may bring an action directly to the United States Court of Federal Claims. The NRCS shall be responsible for handling all litigation involving disputes and appeals, and for coordinating with the Department of Justice as appropriate. The NRCS will notify USEPA and OMB of the receipt of any contract claims or disputes that may give rise to liability that exceeds the funds available to NRCS for this purpose, as well as the outcome of such claims or disputes.

14. Responsibility for Costs

The funds transferred to NRCS under this IA are intended to be applied by NRCS to the costs, including

NRCS indirect costs, of implementation of the projects and work set forth in this IA. NRCS and USEPA recognize that the NRCS will execute the work set forth in this IA by contract, and that additional liability might arise from contract changes or terminations. To the extent that funds transferred by USEPA to NRCS are insufficient to cover all costs of any of the projects and work set forth in this IA, including any liabilities, NRCS and USEPA shall ask for the assistance of the OMB in order to seek funds to cover any remaining costs, unless USEPA chooses to transfer to NRCS additional unallocated GLRI funds.

15. Termination

This IA may be terminated upon thirty (30) calendar days written notice by either party. If this agreement is cancelled, any implementing contract/order may also be cancelled. If the IA is terminated, the agencies shall specify the terms of the termination, including costs attributable to each party and the disposition of awarded and pending actions.

16. Cost Collection Upon Cancellation

If the U.S. EPA cancels the order, the GLFC is authorized to collect costs incurred prior to cancellation of the order plus termination costs, up to the total payment amount provided for under the agreement.

17. Interpretation of IA/Dispute Resolution

If the NRCS and USEPA are unable to agree on the interpretation of a material aspect of this IA, the parties agree to engage in an effort to reach mutual agreement regarding the proper interpretation of this IA, including amendment of this IA, as necessary, by escalating the dispute within their respective organizations.

The parties agree that, in the event of a dispute between the parties, the USEPA and the NRCS shall use their best efforts to resolve that dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties. The parties agree that, in the event such measures fail to resolve the dispute, they shall refer it for resolution in accordance with Presidential Executive Orders establishing authorities and responsibility for the resolution of disputes between agencies of the Executive Branch.

18. Indirect Costs

The NRCS certifies that (1) any indirect costs incurred by NRCS included in billings to USEPA represent, in accordance with generally accepted accounting principles, indirect costs that would not have been otherwise incurred by the performing agency, or (2) statutory authority exists for charging other than the incremental costs of performance. If an audit determines that any direct or indirect costs charged to USEPA are unallowable, USEPA will be notified immediately following the resolution of the audit and USEPA will be credited those amounts.

19. Billing Payments

When submitting invoices to the Office of the Chief Financial Officer/Cincinnati Finance Center (OCFO/CFC) requesting payment, a breakdown of the costs associated with the invoice must be provided to the USEPA Project Officer (USEPA PO). The NRCS will provide, upon request, any assistance necessary to support the justification or explanations of costs billed to USEPA under this Agreement. If this information is not provided, the USEPA PO will notify the OCFO/CFC to suspend the payment.

20. Payment

Not more than 30 days before incurring any actual costs described in the scope of work, NRCS may, pursuant to this Agreement, submit an estimated payment request to the Cincinnati Finance Center at the address below. Upon the approval of the estimated payment request by the EPA Project Officer, the EPA will transfer funds to pay such costs. NRCS will use its best efforts to obligate/expend any funds it receives within 30 days of receipt. On a monthly basis, the NRCS must provide a breakdown of the costs associated with payments to the USEPA Project Officer (USEPA PO). The NRCS will provide, upon request, any assistance necessary to support the justification or explanation of costs billed to USEPA under this Agreement. If the NRCS does not provide the monthly breakdown of the costs or any requested justification/explanation for costs billed, the USEPA PO will notify the OCFO/CFC to withhold

payment until the NRCS provides the information. For further information, please contact:

U.S. EPA CFC
Attn: Jeff Marsala
26 W. ML King Dr.
Cincinnati, OH 45268-7002

21. IAs with Contracts or Procurement

In accordance with Public Law (P.L.) 102-389, USEPA's policy requires, to the fullest extent possible, that at least 8% of its overall Federal funding for prime and subcontractors awarded in support of authorized programs be awarded to business concerns or other organizations owned or controlled by socially and economically disadvantaged individuals, including historically black colleges and universities and women.

The NRCS agrees, to the extent that such actions are consistent with the NRCS's applicable regulations, to comply with USEPA's aforementioned utilization policy for Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs), which is codified at 40 C.F.R. Part 33. Where the subject IA is for the benefit of Native Americans, the NRCS agrees to comply with the provisions found at 40 C.F.R. Section 33.304(c), which provides for the preference for Indian-owned economic enterprises and Indian organizations in contracting. The NRCS will also strive to meet USEPA's SBA negotiated goals for awarding contracts to small and disadvantaged businesses. The NRCS will accomplish these objectives through adherence to the small and minority-owned business requirements set forth in the Small Business Act, 15 U.S.C. §§ 631 et seq., and the annual Small Business goals negotiated with the NRCS and Small Business Administration. All reporting on MBE/WBE and small business accomplishments will be accomplished through the existing federal contracting reporting mechanism, currently the Federal Procurement Data System, Next Generation. Unless otherwise required by law, all contract work undertaken by the NRCS shall be governed by NRCS policies and procedures.

The report should be submitted to:

Office of Small Business Programs
U.S. Environmental Protection Agency
1200 Pennsylvania Ave., NW (Mail code: 1230T)
Washington, D.C. 20460

A copy should be sent to:

Greg Luchey, DBE Coordinator
U.S. EPA Region 10
1200 Sixth Avenue, Suite 900
Mail Stop: OMP-145
Seattle, WA 98101

22. International Travel

International travel is not allowed by NRCS until USEPA receives the OIA clearance form.

23. Public Information

Justification and explanation of the USEPA's programs before Congress and other agencies, departments, and offices of the Federal Executive Branch shall be the responsibility of the USEPA. The NRCS may provide, upon request, any assistance necessary to support the USEPA's justification or explanations of the USEPA's programs conducted under this IA. In general, the USEPA is responsible for all public information. The NRCS may make public announcements and respond to all inquiries relating to its civil works programs, and the ordinary procurement and contract award and administration process. The USEPA or the NRCS shall make its best efforts to give the other party advance notice before making any public statement regarding work contemplated, undertaken, or completed under this IA.

24. Sufficient Progress

EPA expressly reserves the right to terminate this IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising the right to terminate, EPA will follow the procedures for terminating the IA in these terms and conditions.

25. Sufficient Progress

EPA expressly reserves the right to terminate this IA for failure to make sufficient progress so as to reasonably ensure completion of the project within the project period, including any extensions. EPA will measure sufficient progress by examining the performance required under the Statement of Work, the time remaining for performance, and/or the availability of funds necessary to complete performance. In exercising the right to terminate, EPA will follow the procedures for terminating the IA in the Terms and Conditions.

26. Quarterly Progress Reports

The recipient shall submit progress reports, beginning with the start date, every three (3) months during the life of this agreement. Reports shall be submitted to the EPA Project Officer and may be provided electronically. The reports must contain enough information as to ascertain that the Scope of Work (SOW) is being carried out as specified in the Interagency Agreement, including determining that all mission support products, services, information or data generation and use including technology development and verification is performed in accordance with EPA policies and the IA agreement. The reports are due 30 days after the end of each 3-month period.

Great Lakes Restoration Initiative Interagency Agreement Scope of Work

AGENCY NAME: USDA Natural Resources Conservation Service

CONTACT INFORMATION:

Martin Lowenfish
USDA, NRCS
14th and Independence Ave., SW, Room 5204-S
Washington, DC 20250
martin.lowenfish@in.usda.gov
202-690-4979

Jill Reinhart
Indiana NRCS
6015 Lakeside Blvd.
Indianapolis, IN 46077
Jill.reinhart@in.usda.gov
317-295-5883

1. INTRODUCTION

Asian Carp and the Great Lakes

Aquatic nuisance species (ANS) have significantly degraded the Great Lakes food web in recent decades. Today, the most acute ANS threat facing the Great Lakes is Asian carp (silver and bighead) through the Chicago Area Waterway System and other potential pathways that can connect the Great Lakes and Mississippi River basins. Asian carp are voracious eaters and heavy breeders. Some varieties can grow to more than 100 pounds and are capable of eating 20 percent of their body weight in a day, stripping the food web of key food sources for native species.

Asian Carp Regional Coordinating Committee

To ensure a comprehensive response, the Obama Administration formed the Asian Carp Regional Coordinating Committee (ACRCC) in 2009. Led by the White House Council on Environmental Quality's Asian Carp Director, the ACRCC now includes the U.S. Army Corps of Engineers, U.S. Coast Guard, U.S. Fish and Wildlife Service, U.S. Geological Survey, U.S. Environmental Protection Agency, the National Oceanic and Atmospheric Administration, U.S. Department of Transportation, and all Great Lakes states, as well as the Great Lakes Fishery Commission, the Metropolitan Water Reclamation District of Greater Chicago, and the City of Chicago. In 2012, Canadian governments including the Department of Fisheries and Oceans-Canada and the Ontario Ministry of Natural Resources joined the ACRCC and became a contributing member of the ACRCC's prevention and control efforts.

The 2013 Asian Carp Control Strategy Framework

The 2013 Framework outlines the priority actions planned and under way to address the threat of Asian carp invading the Great Lakes, including both management actions to prevent Asian carp introduction and

establishment, and research to develop permanent controls on Asian carp populations. One of the Framework Actions for 2013 includes:

- Working towards preventing the transfer of ANS between the Great Lakes and Mississippi River basins at the Eagle Marsh, Ohio Erie Canal and Little Killbuck Creek potential pathway connections outside of the CAWS, as part of Great Lakes Mississippi River Interbasin Study (GLMRIS) Focus Area 2.

This project will address the Framework Action Item 2.3.6 (Invasive Species: The spread of invasive species, by means of recreational activities, connecting waterways, and other vectors, beyond their current range is prevented).

Measures of Progress for Invasive Species that this project addresses include Measures 1. Rate of nonnative species newly detected in the Great Lakes ecosystem; and 2. Acres managed for populations of invasive species controlled to a target level. This project specifically targets Silver and Bighead species of Asian Carp because they pose the greatest threat to the Great Lakes. The project would protect the Western Basin of the Lake Erie watershed, about 4,900,000 acres, from the invasion of Asian Carp. Together with the other points of concern addressed in the overall Framework, the project ultimately impacts the entire Great Lakes watershed.

Eagle Marsh Connection Site Plan

Eagle Marsh, a wetland site owned jointly by Little Rivers Wetlands and the Indiana Department of Environmental Management, has been identified as a top threat for invasive Asian Carp to cross from the Mississippi River Basin into the Great Lakes. The Natural Resources Conservation Service (NRCS) holds a Wetland Reserve Program (WRP) easement on the site. Working closely with the USACOE, NRCS has designed a berm to be constructed at the Eagle Marsh WRP easement in Fort Wayne, Indiana in order to permanently restrict Asian Carp entry into the Great Lakes at the Eagle Marsh site. Wetland Reserve Program funding will be used for costs on the WRP easement, but these funds cannot be used to tie the berm in at the ends of the project, off the WRP property. GLRI funds are being requested for the work off of the WRP site. The project will create a berm that will ensure there is no mixing of the watersheds at the 100 year flood level, at an elevation based on the USACOE studies. NRCS is obligating \$1,769,724 million in Wetland Reserve Program funding for the berm construction on the easement property.

Project Goals and Purpose

The goal of the project is to permanently exclude Asian Carp from moving from the Mississippi River Basin into the Great Lakes through the Eagle Marsh wetland point of connection during flood events. The project will involve entering into agreements with Eagle Marsh landowners and adjacent landowners, constructing the berm and tying the berm in on the ends, off the WRP easement, to the required elevation to ensure exclusion. The construction will involve contractual earth work, asphalt and cement work, and coordination with city, county and utilities.

2. BUDGET & PROJECT DETAIL

Focus Area	Project Title	Draft Allocation
Invasive Species	Eagle Marsh Asian Carp Exclusion Project	\$800,000

Anticipated Timeline

September 2013 – November 2013

Finalize Engineering plans and construction details.

September 2013 – May 2014

Landowners obtain needed permits from USACOE and Indiana Department of Natural Resources.

Enter into agreements with all affected landowners and utilities.

Enter into contracts for construction of the berm ends and associated work.

Engineering work (contract) to finalize design

June 2014 – August 2015

Construction of berm and associated work.

- Clearing worksite and erosion control for worksite (silt fence, etc.)
- Structure removal (culvert pipes, tile lines, etc.) and utility relocation
- Berm construction, earthfill and rockfill
- Concrete catch basin, curbing and asphalt replacement; storm sewer piping
- Seeding and mulching

Ensure all work meets standards and specifications.

September 2015 - September 2016

Conduct maintenance and close out all agreements.

3. NARRATIVE SCOPE OF WORK:

- *Project Title:* Asian Carp Exclusion Project
- *Budget request:* \$800,000
- *Authority for work:* Soil Conservation and Domestic Allotment Act of 1936; 16 U.S.C. 590a; and 7 U.S.C. 6962a
- *Description of work:*
 - This project will fund the work to construct the ends of the berm, built to prevent mixing of the Great Lakes and Mississippi Basin watersheds, and tie the berm in at the needed elevations on both the north and south ends of the project. NRCS Wetland Reserve Program funds will be used for the work on the WRP easement, but are not authorized for work off the WRP easement. The south end of the berm will be tied into a railroad bank with rock rip rap and stone. The north end of the berm will be tied in at the towpath trail head and service road to Engle Road, also affecting Engle Road and a bridge. The north end tie in will require working with the city and county to reconfigure stormwater pipes and the catch basin, reconfigure utilities, and repair and replace asphalt. The tie in at the north end will also require hiring a stormwater engineer to review and refine the plans. Earthwork, concrete and asphalt work, and other construction aspects of the project will be hired by NRCS as subcontracts to this agreement. Agreements will be entered into with all affected landowners outlining the work and maintenance responsibilities.
- *Milestones:* Milestones will include entering into agreements with all affected parties and completion of construction work.
- This project will permanently exclude Asian Carp from the Great Lakes at the Eagle Marsh point of connection, achieving the GLRI Framework Action Item 2.3.6 (Invasive Species: The spread of invasive species, by means of recreational activities, connecting waterways, and other vectors, beyond their current range is prevented) at this point.

4. COLLABORATIVE ARRANGEMENTS

The design and planning for this project was executed through close collaboration between the landowners (Little Rivers Wetlands and the Indiana Department of Natural Resources), USDA NRCS, USACOE, The Nature Conservancy, and the White House Council on Environmental Quality.

Agreements will be entered into between the landowners and NRCS to allow construction and account for operation and maintenance to ensure the permanent exclusion of Asian Carp at this location. Agreements will also be entered into with adjacent landowners and utilities to allow construction activities, and ensure operation and maintenance.

5. FUNDING SUMMARY SPREADSHEET

Attached



Interagency Agreement
Shared Service Center

Customer Centered, Service Oriented



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY Interagency Agreement Shared Service Center

EAST

Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Mail Code: 3903R
Washington, D.C. 20460

WEST

Park Place Building
1200 Sixth Avenue, Suite 900
Mail Stop: OMP-145
Seattle, WA 98101

SEP 18 2013

EPA Reference: DW-12-92388101-0

Dear Interagency Agreement (IA) Recipient:

Attached is an electronically signed pdf of a new or amended IA between EPA and your Federal Agency. **Please note a signature is needed from your authorizing official in box 41 of the EPA 1610 form for this IA to be obligated and legally binding.**

If you wish to accept the agreement, please have your authorizing official sign box 41 of the EPA 1610-1 form and return to us, a signed copy within 3 weeks of this date.

Please return the signed IA using one of the following methods:

- Pdf scan to IA specialist connell.lenore@epa.gov
- Fax to 202-565-2470 (Attn: Lenore Connell)
- Mail to: Lenore Connell (Mailcode 3903R), US EPA, 1200 Pennsylvania Avenue NW, Washington DC 20460

If you have questions, please contact the EPA Project Officer listed in box 14 or the IA Specialist listed in box 6 of the attached EPA 1610 form.

Sincerely,
Frank Roth, Chief
IASSC EAST
FISB/GIAMD

Enclosure

cc: Bart Mosier (Region 5)